

EXHIBIT B

FIRST AMENDMENT TO MANAGEMENT SERVICES AGREEMENT

This First Amendment (the “First Amendment”) to that certain Administrative Services and Professional Staff Agreement by and between Salem County Hospital Corporation d/b/a Salem Medical Center (hereinafter referred to as “Hospital”) and Restorix Health, Inc. (hereinafter referred to as “Operator”) dated March 1, 2019 (the “Agreement”), is entered into on June 1, 2021 (the “Effective Date”).

RECITALS

WHEREAS, the Hospital engaged Operator to facilitate operation and maintenance of a comprehensive wound care facility at, or under the auspices of, the Hospital and will assist the Hospital with billing and collection services relating to services provided at such facility, pursuant to the terms of the Agreement; and

WHEREAS, the Parties desire to amend the compensation terms of the Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Effectiveness. This First Amendment shall be binding and enforceable upon the execution of this First Amendment and exchange of signed counterparts hereof among the Parties.

2. Definitions. All capitalized terms used herein that are not defined herein shall have the respective meanings ascribed to them in the Agreement.

3. Amendments. As of the Effective Date, the Agreement is hereby amended as follows:

a. Section 1.1 of the Agreement shall be amended by adding the definition for “Segment” in its entirety as follows:

“Segment” means a billable period of time associated with HBO Treatment. The following table represents the billable segments for a given HBO Treatment.

1 segment	16 min – 45 min
2 segments	46 min – 75 min
3 segments	76 min – 105 min
4 segments	106 min – 135 min
5 segments	136 min – 165 min

b. Section 3.1 of the Agreement entitled “Amount” is hereby amended and restated in its entirety with the following:

3.1 **Amount.** For in consideration for all CWC Administrative Services rendered by Operator pursuant to this Agreement, Hospital shall pay Operator a fixed fee for Treatments administered to Patients at the CWC Facility as set forth in Exhibit C attached hereto (collectively, the “**Service Fees**”). The Service Fees shall be inclusive of any and all applicable taxes.

c. Sections 3.4, 3.5, and 3.6 shall be deleted in their entirety.

d. Exhibit C is hereby amended and restated in its entirety with the following:

EXHIBIT C

SERVICES FEE

TREATMENT DESCRIPTION

FEE

HBO Treatment	For each HBO Treatment administered at the CWC Facility, Hospital shall pay Operator a fixed fee of Ninety-Five Dollars and Zero Cents (\$95.00) per HBO Segment.
Wound Care Treatment	For each Wound Care Treatment administered at the CWC Facility, Hospital shall pay Operator a fixed fee of Two Hundred Ninety-Five Dollars and Zero Cents (\$295.00).

4. **Amendment; Modification.** All other terms and conditions of the First Amendment and Agreement shall remain unchanged, and except as expressly modified by this First Amendment, and the Agreement shall remain in full force and effect. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect and no changes in or additions to this First Amendment shall be recognized unless incorporated herein by amendment as provided herein.

5. **Counterparts.** This First Amendment may be executed by the Parties in any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed as of the Effective Date.

HOSPITAL:

**Salem County Hospital Corporation d/b/a
Salem Medical Center**

By: 

Name: Vincent Riant, LLC.

Title: CFO

COMPANY:

Restorix Health, Inc.

By: 

Name: David J. Walz

Title: President